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B23694/lk

Attorney for Movant  
GUILD MORTGAGE COMPANY

The following constitutes  
the order of the court. Signed February 15, 2013

  
Roger L. Efremsky  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re

ALVIN RIVERA SANGCO and  
DINA ALMUETE LOVE-SANGCO,

Debtors.

Bk. No. 11-70592-RLE

Chapter 13

ORDER ON STIPULATION RE:  
ADEQUATE PROTECTION AND  
MODIFICATION OF THE  
AUTOMATIC STAY

Continued Hearing -  
Date: February 27, 2013  
Time: 1:30 p.m.  
Place: United States Bankruptcy Court  
1300 Clay Street  
Courtroom 201  
Oakland, California

Honorable Roger L. Efremsky

WHEREAS the Stipulation Re: Adequate Protection and Modification of the Automatic Stay (herein "Stipulation") by and between Movant Guild Mortgage Company (herein "Movant"), its assignees and/or successors in interest; and Debtors, Alvin Rivera Sangco and Dina Almuete Love-Sangco, was filed February 14, 2013 as docket entry number 44, and the Court has reviewed said Stipulation, and with good cause appearing hereby approves said Stipulation as follows:

WHEREAS Debtors were due and owing for past due post-petition arrearages of

1 **\$12,723.17** through February 2013, which represents six (6) monthly post-petition payments of  
2 **\$1,806.26 each** for the months of **September 2012** through and including **February 2013**, six  
3 (6) late charges of **\$61.98 each**, **\$422.73** for additional accrued late charges, NSF fees in the  
4 amount of **\$15.00**, and attorney's fees of **\$1,076.00**.

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Debtors shall *partially*  
6 cure the above-stated *post-petition* arrears of **\$12,723.17** due through February 2013 by initially  
7 tendering one (1) payment in the amount of **\$6,000.00**, via **certified funds** only, made payable to  
8 "Guild Mortgage Company", and sent directly to Movant's counsel's office located at: Edward  
9 G. Schloss Law Corporation, 3637 Motor Ave., Suite 220, Los Angeles, CA 90034. Movant's  
10 counsel must receive Debtors' payment in the amount of **\$6,000.00** no later than **Thursday,**  
11 **February 28, 2013 at 5:00 p.m.**

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED if Debtors fail to tender  
13 the **\$6,000.00** payment by the deadline of **Thursday, February 28, 2013 at 5:00 p.m.**, as set  
14 forth in paragraph 2 above, the automatic stay will automatically terminate as to Movant for all  
15 purposes without further notice, hearing or order being necessary.

16 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Debtors tender  
17 the **\$6,000.00** payment by certified funds by the deadline of **Thursday, February 28, 2013 at**  
18 **5:00 p.m.**, Debtors shall cure the remaining *post-petition* arrearages due through **February 2013**  
19 in the amount of **\$6,723.17** by tendering eleven (11) monthly installment payments of **\$611.20**  
20 *each*, commencing **March 15, 2013** and continuing on the fifteenth (15<sup>th</sup>) day of each month  
21 thereafter, over a period of eleven (11) months, until said total remaining post-petition arrearages  
22 of **\$6,723.17** are paid in full. Said additional monthly installment payments of **\$611.20** shall be  
23 made payable and delivered directly to Movant, Guild Mortgage Company, P.O. Box 85304, San  
24 Diego, California 92186-5304, Attn: Bankruptcy Department.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that commencing **March**  
26 **1, 2013**, Debtors shall maintain regular monthly post-petition payments of **\$1,806.26** each on  
27 Movant's first trust deed loan encumbering the subject property generally described as **400 Roth**  
28 **Lane, Alameda, CA 94501** ("subject property" herein), in a timely fashion. The amount of these

1 payments may be subject to change under the terms of the parties' original agreements. Said  
2 payments shall be made payable and delivered directly to Movant, Guild Mortgage Company, on  
3 the 1<sup>st</sup> day of each month until the entire indebtedness under the Note is paid in full. Said  
4 payments shall be made payable and delivered directly to Movant: Guild Mortgage Company,  
5 P.O. Box 85304, San Diego, California 92186-5304, Attn: Bankruptcy Department.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Any regular post-  
7 petition monthly payment received after the 15<sup>th</sup> day of the month shall incur a late charge of  
8 **\$61.98.**

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that to the extent the  
10 regular monthly payments set forth in the paragraph hereinabove are not impounded for taxes  
11 and/or insurance, Debtors shall maintain and keep current any taxes and/or insurance for the  
12 subject property.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event Debtors  
14 fail to timely and properly tender any of the payments, described in Paragraphs 4, 5, and 6 of the  
15 Stipulation as set forth beginning on page 2, line 13 through page 3, line 2, after any applicable  
16 grace period, or fail to maintain taxes and/or insurance as described in paragraph 7 hereinabove,  
17 then Movant may serve a Declaration re Breach of Condition upon the Debtors and Debtors'  
18 counsel by first class mail, postage prepaid. If the missed payment is not received by way of a  
19 bearer instrument (cashier's check, money order, etc.), or the insurance premium or tax  
20 installment is not paid, within ten (10) days of the date of service by mail of said declaration,  
21 then, on the eleventh (11th) day, a declaration of default shall be filed, and the automatic stay  
22 shall be immediately vacated and extinguished for all purposes with respect to Movant, its  
23 assignees and/or successors in interest, without further court order or proceeding being  
24 necessary.

25 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Movant obtains  
26 relief from stay based on Debtors' defaults hereunder, the order granting relief shall contain a  
27 waiver of the 14-day stay under Federal Rule of Bankruptcy Procedure 4001(a)(3).

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Movant may accept

1 any and all payments made pursuant to this Stipulation without prejudice to or waiver of any  
2 rights or remedies to which it would otherwise have been entitled under applicable non-  
3 bankruptcy law.

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5 \*\*\* END OF ORDER \*\*\*  
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COURT SERVICE LIST

JUNIOR LIENHOLDER:  
CALIFORNIA HOUSING FINANCE AGENCY  
1121 L. STREET, SUITE 103  
SACRAMENTO, CA 95814

JUNIOR LIENHOLDER:  
CALIFORNIA HOUSING FINANCE AGENCY  
HOMEOWNERSHIP PROGRAMS SUBORDINATE  
LOAN PROCESSING UNIT  
1121 L. STREET, 7<sup>TH</sup> FLOOR  
SACRAMENTO, CA 95814

JUNIOR LIENHOLDER:  
CALIFORNIA HOUSING FINANCE AGENCY  
1040 RIVERSIDE PKWY, SUITE 110  
WEST SACRAMENTO, CA 95605-1522

CITY OF ALAMEDA  
COMMUNITY IMPROVEMENT COMMISSION  
950 W. MALL SQUARE, 2<sup>ND</sup> FLOOR  
ALAMEDA, CA 94501

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4 Attorneys for Movant  
5 GUILD MORTGAGE COMPANY  
6

7 UNITED STATES BANKRUPTCY COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9

10 In re ) Bk. No. 11-70592-RLE  
11 ) R.S. No. EGS-105  
12 ALVIN RIVERA SANGCO and )  
DINA ALMUETE-SANGCO, ) Chapter 13  
13 )  
Debtors. ) TEN (10) DAY DECLARATION RE:  
14 ) BREACH OF FEBRUARY 15, 2013  
15 ) ORDER ON STIPULATION RE:  
ADEQUATE PROTECTION  
16 )  
Continued Hearing-  
17 ) Date : February 27, 2013  
Time : 1:30 p.m.  
18 ) Place: United States Bankruptcy Court  
130 Clay Street  
Courtroom 201  
Oakland, CA  
19 )  
20 ) Honorable Roger L. Efremsky

21 I, PAUL LABODA, declare and state:

22 1. As to the following facts, I know them to be true of my own personal  
23 knowledge, and if called upon to testify in this action, I could and would testify  
24 competently to the following facts personally known by me to be true.

25 2. I am an employee of GUILD MORTGAGE COMPANY, Movant herein. It is  
26 the regular business practice of Guild Mortgage Company to maintain detailed records for  
27 each of its loans, and I am familiar with the procedures followed to maintain those records.  
28 My duties include keeping an accurate record of all transactions affecting the subject first

1 trust deed loan while it is in bankruptcy.

2 3. The property subject to the first trust deed obligation is generally described as  
3 **400 Roth Lane, Alameda, CA 94501.**

4 4. I have examined the Order on Stipulation Re: Adequate Protection and  
5 Modification of the Automatic Stay ("Order Approving Stipulation") entered by the Court  
6 as docket #46 on February 15, 2013 (a copy of which is attached hereto as **Exhibit "A"**  
7 and incorporated herein by reference), and have personal knowledge as to whether the  
8 Debtors have complied with the requirements of this Order Approving Stipulation.

9 5. Pursuant to the Order Approving Stipulation, Debtors were to maintain regular  
10 monthly post-petition payments in the amount of **\$1,806.26** to Movant in a timely manner  
11 commencing with the **March 1, 2013** post-petition mortgage payment. The monthly  
12 mortgage payment has *now* increased to **\$1,865.47** pursuant to the terms of the original  
13 Note. Debtors were *also* ordered to make monthly additional installment payments of  
14 **\$611.20 each** commencing on March 15, 2013 and continuing thereafter on the 15<sup>th</sup> day of  
15 each month, for a period of eleven (11) months, to cure the remaining **\$6,723.17** in *post-*  
16 *petition* arrears that were due at the time of the entry of the Order Approving Stipulation.

17 6. Secured Creditor received the last payment from the Debtor on June 10, 2014.  
18 Said payment was made via a *personal check*, dated May 23, 2014, check #1848, made  
19 payable to Secured Creditor in the amount of \$1,865.47. If the May 23, 2014 personal  
20 check from the Debtor clears the bank, it will be applied to the **March 2014** monthly post-  
21 petition mortgage payment.

22 7. If the Debtor's payment described in Paragraph 6 above clears and is applied  
23 to the March 2014 monthly post-petition mortgage payment, as of the date of this  
24 Declaration, Debtors are due and owing for three (3) *post-petition* monthly mortgage  
25 payments for **April 2014, May 2014, and June 2014** in the amount of **\$1,865.47 each**,  
26 totaling **\$5,596.41**. Debtors are also due and owing for three (3) late charges of **\$61.98**  
27 *each*, totaling \$185.94, for the post-petition months of the **March 2014, April 2014, and**  
28 **May 2014, respectively.**

8. Additionally, Debtors have also failed to tender all eleven (11) of the monthly installment payments of **\$611.20** *each* that came due commencing on March 15, 2013, and continuing for eleven (11) months. Debtors tendered ten (10) out of the eleven (11) installment payments that came due, but are still due and owing for one (1) installment payment in the amount of **\$611.20**. The following is a summary of the installment payments that were received from the Debtors since the Order Approving Stipulation was entered by the Court on February 15, 2013:

	<u>Date Installment Pmt</u> <u>Received</u>	<u>Date Installment Pmt.</u> <u>Due</u>	<u>Amount of</u> <u>Installment</u> <u>Pmt.</u>
1.	03/06/13	03/15/13	\$611.20
2.	04/15/13	04/15/13	\$611.20
3.	05/15/13	05/15/13	\$611.20
4.	06/19/13	06/15/13	\$611.20
5.	07/12/13	07/15/13	\$611.20
6.	08/19/13	08/15/13	\$611.20
7.	09/13/13	09/15/13	\$611.20
8.	10/14/13	10/15/13	\$611.20
9.	11/14/13	11/15/13	\$611.20
10.	12/23/13	12/15/13	\$611.20
11.	<b>NO PAYMENT RECEIVED</b>	01/15/14	\$611.20

9. Therefore, pursuant to paragraphs 7 and 8 above, the total *post-petition* default under the Order Approving Stipulation is **\$6,393.55**, which includes three (3) *post-petition* monthly mortgage payments for **April 2014, May 2014, and June 2014** in the amount of **\$1,865.47 each**, three (3) late charges of **\$61.98 each** for the months of the **March 2014, April 2014, and May 2014**, and one (1) installment payment of **\$611.20**.

10. Due to the Debtors' failure to timely and properly comply with the Order Approving Stipulation as hereinabove set forth, Movant has been forced to incur additional attorneys' fees of \$100.00 to collect the amounts owing. These additional attorneys' fees are now owing to Movant from Debtors pursuant to the promissory note secured by Movant's first deed of trust, and must be paid together with the amounts set forth herein to cure the existing breach of the Court's Order.

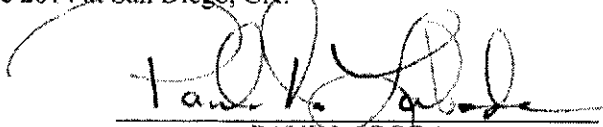
11. Accordingly, the amount required to cure the existing breach under the order approving stipulation through June 11, 2014 is **\$6,493.55**, which includes the **\$6,393.55** as



1 described in Paragraph 8 above *plus \$100.00* in attorney's fees as provided for in  
2 Paragraph 9 above.  
3

4 I declare under penalty of perjury under the laws of the State of California, that  
5 the foregoing is true and correct.

6 Executed this 13<sup>TH</sup> day of June 2014 at San Diego, CA.  
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9 PAUL LABODA  
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CITY OF ALAMEDA  
COMMUNITY IMPROVEMENT COMMISSION  
950 W. MALL SQUARE, 2<sup>ND</sup> FLOOR  
ALAMEDA, CA 94501

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